

GOVERNMENT OF ANDHRA PRADESH
ABSTRACT

Government land - Khammam District - Permission for handing over of Irrigation land to an extent of Acres 16.00 in Sy. No. RS 2 of Dummugudem Village & Mandal in favour of M/s SLS Power Corporation Ltd., on lease basis, for a period of (30) years, on payment of rent of Rs. 200/- plus land cess per Month per plot of 484 Sq. Yards, for construction of Power House, Tail Race, Switch Yard and intake - Accorded - Orders - Issued.

REVENUE (ASN. POT) DEPARTMENT

G.O. Ms. No. 888

Dated 17-7-2008.
Read the following:

1. G.O. Ms. No. 181 Irrigation (Irri. II) Dept. Dt. 24-5-85,
2. G.O. Ms. No. 241 Irri. & CAD (PW Ref) Dept. Dt. 16-11-2007.
3. From the Engineer-in-Chief, Irrigation, Hyderabad Lr. No. ENC(I)/DCEIV/OT7/SO I/50421/02 Dated 24-1-2008.
4. From the Engineer-in-Chief, Irrigation, Hyderabad Lr. No. ENC(I)/DCEIV/OT7/SO I/50421/02 Dated 6-5-2008.
5. From the Managing Director, A.P. Power Generation Corporation Limited Lr. No. MD/CE/C/GS/SE/C&I/T1/F. Dummugudem/D. No. 416/2008 Dated 22-5-2008.
6. Irrigation & CAD (PW Reforms) Dept. Memo. No. 3285/ Reforms/ 08 Dated 12-6-2008.

O R D E R:

In the G.O. 2nd read above, Government accorded 'No Objection Certificate' in favour of M/s SLS Power Corporation Ltd., for establishment of Mini Hydel Scheme at Branch Anicut of River Godavari, Dummugudem Village of Khammam District, subject to certain conditions, as specified therein.

2. In the references 3rd and 4th read above, the Engineer-in-Chief, (Irrigation), Hyderabad has furnished proposals for leasing of the Irrigation land to an extent of Acres 16.00 in Sy. No. RS 2 of Dummugudem Village & Mandal, Khammam District, in favour of M/s SLS Power Corporation Ltd., on lease basis, on payment of rent of Rs. 200/- plus land cess per Month per plot of 484 Sq. Yards, as specified in the G.O. 1st read above, for construction of Power House, Tail Race, Switch Yard and Intake. The Engineer-in-Chief, (Irrigation), Hyderabad also requested to accord permission for handing over of the subject land, in favour of M/s SLS Power Corporation Ltd.,

3. In the reference 5th read above, the Managing Director, A.P. Power Generation Corporation Ltd., has suggested to obtain **necessary** undertaking from the Company M/s SLS Power Corporation Ltd., that they will not claim any release of water from Dummugudem Dam after its completion or compensation for the investment made. Accordingly, Govt. in the reference 6th read above, directed the Engineer-in-Chief, (Irrigation), Hyderabad to obtain **necessary** undertaking from the Company.

4. Government after careful examination of the proposal of the Engineer-in-Chief, (Irrigation), Hyderabad, hereby accord permission for handing over of the Irrigation land to an extent of Acres 16.00 in Sy. No. RS 2 of Dummugudem Village and Mandal, Khammam District, in favour of M/s SLS Power Corporation Ltd., on lease basis, for a period of (30) thirty years, on payment of rent of Rs. 200/- plus land cess, per Month, per plot of 484 Sq.

Contd.... 2.

Yards, as specified in the G.O. 1st read above, or at the enhanced rates as fixed by Government from time to time, for construction of Power House, Tail Race, Switch Yard and intake, subject to renewal for every five years and also subject to the following terms and conditions:-

- (1) the grant is liable for cancellation if it is found that it was grossly inequitable or was made under a mistake of fact or owing to misrepresentation of fraud or in excess of the limits of authority delegated to the officer sanctioning the grant or that there was an irregularity in the procedure. Cancellation on any of these grounds may be ordered by any authority to whom the sanctioning authority is administratively subordinate.
- (2) in the event of such cancellation of the grant, the grantee shall not be entitled to compensation for any loss caused to him by the cancellation.
- (3) the grantee shall pay a sum of Rs.5,26,080 (Rupees Five lakhs Twenty Six Thousands and Eighty only) equivalent to 12 months charge for security for the due fulfillment and observance by him of conditions contained in the lease agreement. The sum so deposited shall be liable for forfeiture to the Government under the orders of assigning authority in the event of failure by the grantee to fulfill and observe any of the conditions of the lease.
- (4) the grantee shall so long as the grant be in force pay in advance to the Government monthly a sum of Rs.43,840/- (Rupees Forty three thousand and eight hundred and forty only) clear or all deductions the first of such payments to be made on the day of agreement and subsequently monthly payments on the corresponding day of the succeeding month. The rate is subject to revision by the Government from time to time.
- (5) the amount of deposit referred to in condition (3) above should vary according to the period of the grant, one month charge being demanded for a grant for six months, three months charge for a grant for one year, six months charge for a grant exceeding one year.
- (6) the grantee shall not use the land or suffer it to be used except for the non agricultural purpose.
- (7) the grantee may erect temporary shed for power house in accordance with the plan. Before erecting the temporary shed for power house in the area proposed for grant, the exact marking of the power house must be got approved by the Executive Engineer, Irrigation Division, Bhadrachalam and erection of shed should also be done under the supervision of the Executive Engineer, Irrigation Division Bhadrachalam.
- (8) the land and the buildings there on shall not be used for other than the purpose for which the site is leased.
- (9) the grantee shall not except as provided in condition (7) above erect any buildings, faces or structures of a permanent or temporary charted on the land without the previous written sanction of the sanctioning authority.
- (10) the grantee may uproot cut down or destroy such trees, plants, grooves or bushes, as in the opinion of the assigning authority it is necessary to uproot cut down or destroy to make the land fit for the purpose of non agricultural and may take them free of charge and

dispose off them in any manner he likes. The grantee may level the ground by removing the embanked path way and filling up low laying places on the land so as to make the ground fit for the purpose of construction of power house and may not and then cut the grass thereon and dispose of the same in any manner he likes and do any work on the land which in the opinion of the assigning authority is necessary for such purposes.

- (11) the grantee shall remove immediately any unauthorized building, fence or structure, on receiving notice from the assigning authority and in default on immediate compliance with any such notice, the assigning authority shall have power to remove the same and the grantee shall, upon demand made by or on behalf of the assigning authority pay the cost of the removal and cost of storing the material removed and take delivery of the same. The grantee shall not claim any materials removed under this condition which shall not have been taken delivery of the cost of removal and storage of which shall not have been paid the grantee on demand made as aforesaid.
- (12) the grantee shall not without the previous written sanction of the assigning authority, permit any person to use the land or any structure, thereon or any portion of the land or structure except as provided in condition (6) above.
- (13) the grantee shall, on the termination or revocation of this grant, restore the said land to the assigning authority in as good a condition as it consistent with foregoing conditions
- (14) the grantee shall be answerable to the Government of Andhra Pradesh for all or any injury or damage done to the said land and other Government property thereon except as is permitted by the foregoing conditions.
- (15) the assigning authority may revoke the grant wholly or in part if the charge specified in condition (4) above or any part thereof shall remain unpaid for fifteen days after it had become payable whether formally demanded or not or if the grantee shall have broken any conditions of the grant herein contained as assumed control or other wise dispute of all or any part of the land and any building fences and structures thereon and the grantee shall not be entitled to any compensation there for.
- (16) if the amount specified in condition (4) above or any part thereof is in arrears, it shall also be competent for the assigning authority to recover the same from the grantee as an arrears or land revenue.
- (17) the grant hereby given may be revoked by the assigning authority after giving fifteen days notice in writing by the Government or the Chief Engineer, without notice for emergent reasons (the said Government or Chief Engineer being the sole judge of the emergency) and shall be terminable by the grantee by giving to the assigning authority 15 days notice in writing but without prejudice to any rights of action or remedy of the assigning authority in respect of any antecedent breach of any of the foregoing conditions. The grantee shall not in case of such revocation for termination be entitled to any compensation in respect of any buildings, fences and structures on the land or of land but he may, before the revocation for termination of the grant takes effect or if the grant is revoked without notice, within such time as be allowed by the assigning authority in that behalf remove such buildings, fences and structures.

- (18) the sum of Rs.5,26,080/- (Rupees Five lakhs twenty six thousand and eighty only) deposited by the grantee under conditions, 3% as such portion thereof as may be returnable to him, shall be returned to him on the expiry or sooner termination of the grant.
- (19) the firm shall not claim any rights whatsoever in the event of Major hydro-electric scheme is taken up for execution by the Government.
- (20) the firm shall not claim any compensation from the Government for any investments made by it, in case the Government decides to go ahead with implementation of Major Power Project.
- (21) the firm shall submit an undertaking that they will not claim any release of water from Dummugudem Dam after it's completion or compensation for the investment made.

5. The Collector, Khammam District shall take **necessary** further action for handing over of the land under reference, in favour of M/S SLS Power Corporation Ltd., in consultation with the Engineer-in-Chief (Irrigation), Hyderabad.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

M. SAMUEL
PRINCIPAL SECRETARY TO GOVERNMENT

To
The Collector, Khammam District
The Engineer-in-Chief, (Irrigation), I&CAD, Jalasoudha, Hyderabad.
The Superintending Engineer, Irrigation Circle, Warangal.

Copy to:

The P.S. to Prl. Secretary to Chief Minister
The P.S. to Minister (Revenue)
The P.S. to Minister (Maj. & Med. Irrigation)
The Chairman and Managing Director, APGENCO, Khairatabad, Hyderabad.
The Director, (Hydel Projects), APGENCO, Khairatabad, Hyderabad.
The P.S. to Prl. Secretary (MS), Rev. Dept.
The P.S. to Secretary (AD), I & CAD Department. (PW Wing)
The Energy Department.
S.F/S.Cs.

// Forwarded by order //

SECTION OFFICER